

Prepared:

Centerpoint Energy Gas Transmission Company
P. O. Box 21734, Shreveport, LA 71151
Return document to above address
Phone: 318-429-3263

11/20/09 10:58:09
DK W BK 621 PG 716
DESOTO COUNTY, MS
W.E. DAVIS, CH CLERK

SURFACE SITE SERVITUDE AGREEMENT

062401

KNOW ALL BY THESE PRESENTS: that the undersigned **Bethel Baptist Church of Memphis, a Tennessee religious corporation** whose address is 6001 Goodman Road, Walls, MS 38680 (hereinafter Grantor's whether one or more), for and in consideration of the sum of Ten and 00/100 Dollars (\$10.00) and other valuable consideration paid by **Centerpoint Energy Gas Transmission Company, a Delaware corporation**, whose address is P. O. Box 21734, Shreveport, Louisiana, 71151 (hereinafter Grantee or "CEGT"), the receipt and sufficiency of which are hereby acknowledged, does hereby grant, sell, warrant and convey unto Grantee, its successors and assigns, a permanent and exclusive servitude, right of way and easement (hereinafter Surface Site Servitude") for the purpose of constructing, laying, installing, maintaining, protecting, fencing, marking, operating, inspecting, altering, repairing, upgrading, replacing, removing, reconstructing, relocating, changing the size of, abandoning in place and removing [natural gas pipeline facilities and all necessary or convenient appurtenances] [metering, regulating and related facilities from time to time, and any and all necessary or useful appurtenance, appliances, fixtures and equipment related thereto, whether above or below ground, including, but not limited to, meters, regulators, pipelines, interconnects, headers, valves, fittings, tie-overs, blow offs, compressors, tanks separators, heaters, launchers and receivers, as well as structures, buildings and housing for same, corrosion control devices, rectifiers, wires, lines, poles, cables, markers, fences, date acquisition, and communication equipment, utility services for same, and other appurtenant facilities whether above or below ground and all other equipment, appurtenances] and facilities from time to time deemed by Grantee to be necessary or desirable in connection with or incidental to the conduct of Grantee's business (hereinafter Pipeline Facilities), all of which shall be and remain the property of Grantee, for and related to the transportation of oil or gas and all by-products thereof or any liquids, gases or substances which can be transported through pipelines, under, upon, over and through lands which Grantor owns or in which Grantor has an interest, situated in the County of DeSoto, State of Mississippi, more particularly as follows:

**Part of the Northeast quarter of
Section 36, Township 1 South, Range 9 West
DeSoto County, Mississippi**

Being the land described in deed from M. C. Sparks, Jr., Cornelia E. Sparks and Louise P. Sparks to Grantor, of record in Conveyance Book 205, page 676, of the conveyance records of DeSoto County, Mississippi (hereinafter Grantor's Land).

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The Surface Site Servitude herein granted shall be a total area of approximately five hundred fifty feet (550') from the east property line and the beginning of line JM-23 pipeline, a 10 foot by 10 foot site centered on the JM-23 pipeline easement as described by the instrument in Book 37 Page 450 records of Right of Way Deeds in DeSoto County, Mississippi. See attached Exhibit "A".

[Grantor also grants and conveys to Grantee, its successors and assigns, a temporary servitude for use as temporary work space (hereinafter "Temporary Workspace") adjacent to one or all sides of the Surface Site Servitude to facilitate the construction of the Pipeline Facilities which is generally shown on the attached plat. In addition, the Temporary Workspace shall include the area along the Surface Site Servitude at certain crossings, including, without limitation, crossings of roads, pipelines, utilities, railroads, streams, ditches, terraces, uneven terrain, and horizontal direction drills, as generally depicted on the attached plat. The Temporary Workspace will expire and revert back to Grantor three (3) months after the Pipeline Facilities are placed in service.]

To Have And To Hold the Surface Site Servitude **[and Temporary Workspace]** unto Grantee, its successors and assigns. Grantor represents and warrants that Grantor is owner of the Property, and Grantor does hereby bind Grantor, its heirs, legal representatives, successors and assigns, to warrant Grantor's Lands and the rights granted Grantee, its successors and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof and that Grantor has authority to convey the rights and interests referred to herein to Grantee.

Grantor and Grantee agree that the above mentioned consideration includes payment for all damages for the construction of the Pipeline Facilities, including any severance damages to Grantor's Land.

The Surface Site Servitude granted herein shall extend to and include the free and full right of ingress and egress over and across said Grantor's Land and other adjacent lands owned or leased by Grantor to and from the Surface Site Servitude for Grantee's exercise at any time, and from time to time, of the rights granted herein. To the extent Grantee determines it practicable, such ingress and egress should be over such roads or ways as may exist at the time of each particular exercise of Grantor's rights hereunder.

This Agreement shall include, and Grantee shall have, all other rights and benefits necessary or convenient for the full enjoyment of the use of the rights herein granted, including but not limited to: to remove, clear and to keep clear, at any time in Grantee's sole and absolute discretion and with no additional compensation to Grantor, all buildings, trees, limbs, shrubs, brush, and any other structures, works or obstructions in or on the Surface Site Servitude which might interfere with the use of the Surface Site Servitude or the free and full right of ingress and egress; and to do any other

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lawful activities which are incidental to or helpful for the intended uses of the Surface Site Servitude set forth above. Further, Grantor shall not, or allow any third party to, change the grade of, excavate, fill or impound water on the Surface Site Servitude, or interfere with the vegetative maintenance activities deemed necessary by Grantee, without the prior written approval of Grantee.

The rights, title and privileges herein granted may, in whole or in part, be sold, leased, assigned, pledged, and mortgaged, and shall be binding upon and inure to the benefit of the parties hereto, their respective heirs, legatees, legal representatives, successors and assigns. Grantor agrees to execute such other documents as may be reasonably necessary or desirable to give full effect to the intent of the parties hereto and to refrain from any action that is inconsistent with those rights being conveyed to Grantee. The failure of Grantee to exercise any rights herein conveyed shall not be considered a waiver of such rights and shall not bar Grantee from exercising any such rights in the future, or if necessary, seeking an appropriate remedy in conjunction with such rights. Grantor understands and agrees that the person securing this Agreement is without authority from Grantee to make any agreement with respect to any subject matter not herein expressed and the provisions of this Agreement represents the entire agreement between the parties. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

(SIGNATURE PAGES FOLLOW)

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IN WITNESS WHEREOF, the undersigned has executed this Agreement on the 27th
day of September, 2009.

WITNESSES:

Morris Whitmore

Morris Whitmore
Print Name

Ron Westmoreland

Ron Westmoreland
Print Name

GRANTOR:

Billy Bell

Billy Bell
Trustee for Bethel Baptist Church

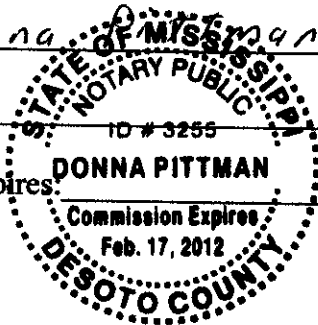
Ramond C Perkins

RAMOND C PERKINS
Trustee for Bethel Baptist Church

CORPORATE ACKNOWLEDGMENTSTATE OF Mississippi)
:SS.COUNTY OF DeSoto)

On this 27th day of September, 2009, before me appeared
Billy Boling and Raymond Perkins,
 to me personally known, who acknowledged that they are the Trustees of Bethel Baptist Church of
 Memphis, a Tennessee religious corporation, and that they, as such Trustees, being authorized to do
 so, executed the foregoing instrument as the act of the religious corporation for the purposes therein
 contained.

Donna Pittman
 Notary Public

Print Name: Donna PittmanNotary/Bar Roll No. 3255[My Commission Expires Feb. 17, 2012]

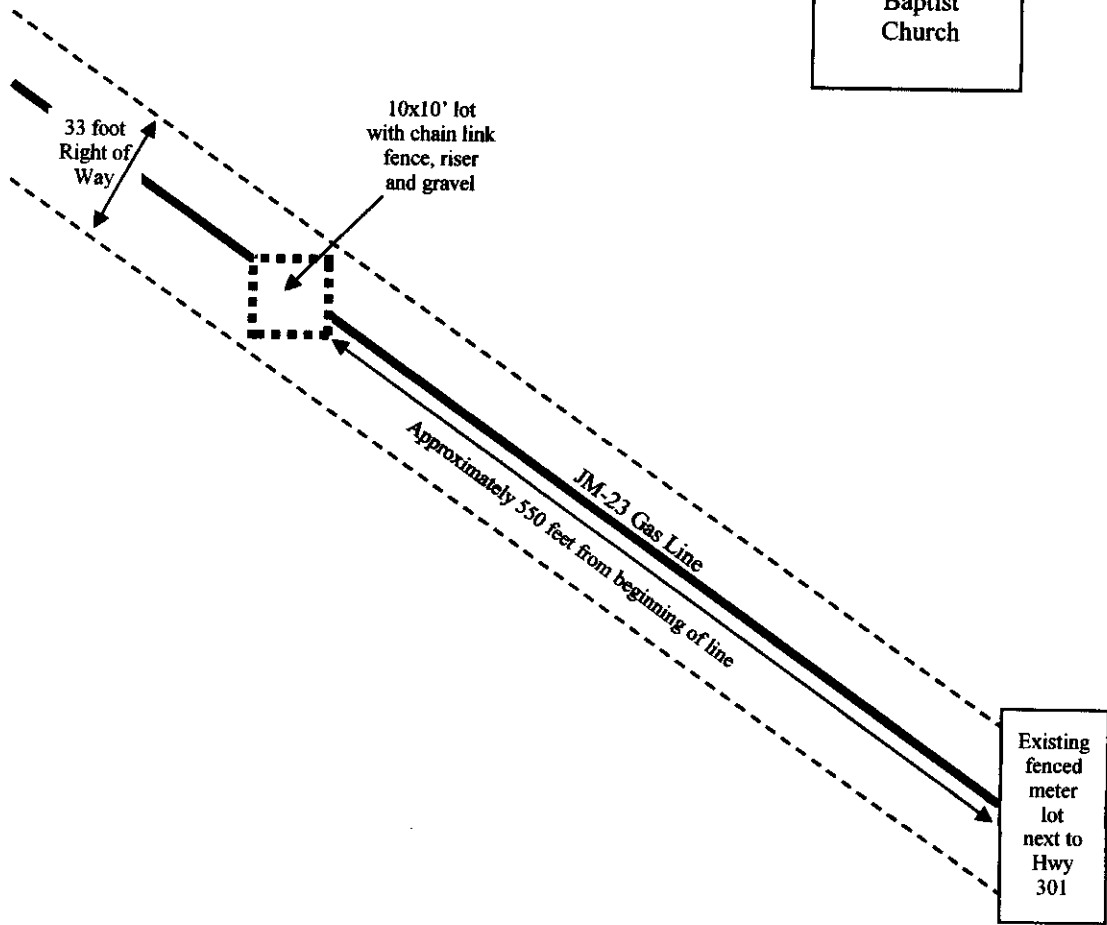
Corrosion Coupon Installation	
Part Northeast Quarter	
Section:	36
Township:	1 South
Range:	9 West
County:	DeSoto
State:	Mississippi

Note: Not to Scale

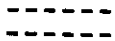

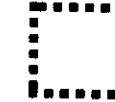


Highway 302 / Goodman Road

Bethel Baptist Church



LEGEND

-  33 foot Right of Way
-  JM-23 Gas Line
-  Meter Lot to be Installed